



July 29, 2014

Subject: Invitation for Bids #909 Kirkley Road Culvert Headwall Installation

#### Gentlemen/Ladies:

Fayette County, Georgia is seeking bids from qualified contractors to cast-in-place Georgia Department of Transportation (GDOT) Standard 1125 Built-in-Place Concrete Headwalls, in accordance with the information and specifications contained herein. Descriptive literature and all other required information shall be included with your bid. Any exceptions to the specifications shall be listed in the space provided.

All questions and inquiries concerning this invitation for bids or the specifications shall be addressed to Trina Barwicks, Contract Administrator of Purchasing, 140 Stonewall Avenue West, Suite 204, Fayetteville, Georgia 30214 from 8:00 a.m. to 5:00 p.m. The telephone number is (770) 305-5420 or email address tbarwicks@fayettecountyga.gov. Any deviations from this procedure for questions or information pertaining to this invitation for bids may result in your bid being rejected.

Your bid should be on the attached pricing sheet. All prices shall be F.O.B. Destination, Fayette County. Be sure to include the **bid number** and **reference** along with your company's name and address on the **sealed** envelope in which the bid is returned.

BID MUST BE SUBMITTED TO: FAYETTE COUNTY PURCHASING DEPARTMENT 140 STONEWALL AVENUE WEST - SUITE 204 FAYETTEVILLE, GEORGIA 30214

BID #909

REFERENCE: KIRKLEY ROAD CULVERT HEADWALL INSTALLATION

Bids will be received at the above address until 3:00 p.m., Thursday, August 14, 2014 in the Purchasing Department, Suite 204. Bids will be opened at approximately 3:00 p.m. August 14, 2014. Bids must be signed to be considered. Late bids will not be considered. Faxed bids will not be considered.

If this invitation for bids is downloaded from our web site, it is the responsibility of the individual or company that downloads this invitation for bids to continue to check the Fayette County web site for any addenda that might come out for this invitation for bids and is posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the invitation for bids to a company or individual, we will keep a record of who we mailed that invitation for bids to and all addenda for that invitation for bids will also be mailed to those companies or individuals.

\*

Bids will be posted on the Fayette County web site within 3 business days after the bid opening.

There is no set time for an award to be made. If an award is not made within 45 days of the bid opening, an update will be posted on the Fayette County website.

If the county awards this bid, once everything has been received by that company and the award has been completed, that information will also be posted on the Fayette County website. Please keep this procedure in mind.

\*

The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

Sincerely, Tia C. Berwick for

Ted L. Burgess

Director of Purchasing

TLB/tcb

#### GENERAL TERMS AND CONDITIONS

- 1. **Definitions**: The term "contractor" as used herein and elsewhere in these specifications shall be used synonymously with the term "successful bidder." The term "county" shall mean Fayette County, Georgia.
- 2. Bid is Offer to Contract: Each bid constitutes an offer to become legally bound to a contract with the county, incorporating the invitation to bid and the bidder's bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.
- 3. **Binding Offer:** Each bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.
- 4. **Bidder's Questions**: The Fayette County Purchasing Department must receive questions about this invitation to bid in writing at least 72 hours before the scheduled bid opening, excluding Saturdays, Sundays, and holidays. The county will post answers to questions and/or other information concerning the invitation to bid in the form of an addendum on the county's website at <a href="www.fayettecountyga.gov">www.fayettecountyga.gov</a>. It is the responsibility of the prospective bidder to check the website for any addenda issued for this invitation to bid.
- 5. References: Include with your bid a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this invitation to bid, on the form provided. Include all information as requested on the form.
- 6. **Bid Submission:** Submit your bid, along with any addenda issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
  - a. The bidder's company name,
  - b. The bid number, which can be found in the cover letter to the invitation to bid document or on the web site, and
  - c. The "reference" which identifies the bid, which can be found in the cover letter or the web site.

Mail or deliver one (1) <u>unbound</u> original bid (paperclip or binder clip acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, to:

Fayette County Government Purchasing Department 140 Stonewall Avenue West, Suite 204 Fayetteville, GA 30214

Attention: Contracts Administrator

You may submit bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Fayette County.

- 7. Bid Preparation Costs: The bidder shall bear all costs associated with preparing the bid.
- 8. Late Bids: Bids not received by the time and date of the scheduled bid opening will not be considered, unless the delay is a result of action or inaction by the county.
- 9. **Alternate Bids**: Do not submit alternate bids or options, unless requested or authorized by the county in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the county may disqualify the bids from that responder, at the county's option.
- 10. **Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.
- 11. **Defects or Irregularities in Bids:** The county reserves the right to waive any defect or irregularity in any bid received. In case of an error in extension of prices or totals in the bid, the unit prices shall govern.
- 12. **Prices Held Firm**: Prices quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
- 13. **Brand Name:** If items in this invitation for bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the bid. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
- 14. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the invitation to bid, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be the responsibility of the county.
- 15. Samples: When the county requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the county unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The county will return samples only at the bidder's request, and at the bidder's expense, if they are not destroyed by testing.
- 16. **Non-Collusion**: By responding to this invitation to bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this invitation to bid, and is in all respects fair and without collusion or fraud.

- 17. **Arrears**: Bids will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to Fayette County.
- 18. Bid Evaluation: Award will be made to the lowest responsive, responsible bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The county may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the county all information and data for this purpose as the county may request. The county reserves the right to reject any bid item, any bid, or all bids, and to readvertise for bids.
- 19. **Discounts:** Cash discounts offered will be a consideration in awarding the bid, but only if they give the county at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of acceptance at destination or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check. For payment of full invoice price, minimum terms of net 30 are preferred.
- 20. **Trade Secrets Confidentiality**: A bid is a public record, except for material which qualifies as trade secret information. To keep this information confidential, a bidder must submit trade secret materials in a separate, sealed envelope marked "Trade Secret Confidential and Proprietary Information Do Not Disclose Except for the Purpose of Evaluating this Bid." Each page in the envelope should be stamped or otherwise marked designating it as trade secrets or confidential. Do not attempt to designate the entire bid as a trade secret, and do not attempt to designate pricing information as a trade secret, as doing so may result in your bid being disqualified. See O.C.G.A. 50-18-72 as amended by 2012 H.B. 397 for specific Georgia law on this subject.
- 21. Trade Secrets Internal Use: In submitting a bid, the bidder agrees that the county may reveal any trade secret materials contained in the bid to all county staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The bidder agrees to hold harmless the county and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the bidder has designated as a trade secret.
- 22. Contract Execution & Notice to Proceed: After the Board of Commissioners makes an award, all required documents are received by the county, and the contract is fully executed with signature of both parties, the county will issue a written Notice to Proceed. The county shall not be liable for payment of any work done or any costs incurred by any bidder prior to the county issuing the Notice to Proceed.
- 23. **Insurance**: The successful bidder shall, without expense to the county, carry the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
  - a. General Liability Insurance: \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
  - b. Automobile Liability Insurance: \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
  - c. Worker's Compensation & Employer's Liability Insurance: Workers Compensation as required by Georgia statute.

Before a contract with the successful bidder is executed, the successful bidder shall provide Certificates of Insurance for all required coverage. The certificate shall list an additional insured as follows:

Fayette County Board of Commissioners 140 Stonewall Avenue West Fayetteville, GA 30214

- 24. **Unauthorized Performance:** The County will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
- 25. Assignment of Contract: Assignment of any contract resulting from this invitation to bid will not be authorized.
- 26. Indemnification: The successful bidder shall defend and indemnify the county and all its officers, agents and employees against any suits, actions, or other claims brought on account of any injuries or damages to any person, persons, or property resulting from any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the performance of any contract which may be awarded. The successful bidder shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.

The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

- 27. **Patent Indemnity:** The contractor guarantees to save the county, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.
- 28. Severability: The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
- 29. **Delivery Failures:** If the contractor fails to deliver contracted goods or services within the time specified in the contract, or fails to replace rejected items in a timely manner, the county shall have authority to make open-market purchases of comparable goods or services. The county shall have the right to invoice the contractor for any excess expenses incurred, or deduct such amount from monies owed the contractor. Such purchases shall be deducted from contracted quantities.
- 30. Substitution of Contracted Items: The contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the

contractor's original bid. In the event any contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.

- 31. Inspection and Acceptance of Deliveries: The county reserves the right to inspect all goods and products delivered. The county will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the county to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the county reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.
- 32. **Termination for Cause**: The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
- 33. **Termination for Convenience**: The county may terminate the contract for its convenience at any time with 30 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
- 34. **Bid Bond**: You must include a bid bond equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
- 35. **Performance and Payment Bonds**: Bids shall include a letter stating that the bidder can and will provide performance and payment bonds, each equal to 100 percent of the contract value, upon being awarded the contract. Prior to execution of a contract, the successful bidder shall submit the bonds to the county, provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).

## Fayette County, Georgia Checklist of Required Documents

(Please Return This Checklist with Your Bid)

# BID #909 KIRKLEY ROAD CULVERT HEADWALL INSTALLATION

Be su	re to include with your bid (in the order listed below):	
8	Company information – on the form provided	
•	Pricing sheets	
•	List of exceptions, if any – on the form provided	
8	Work Authorization Documents: Contractor Affidavit	
•	Bid bond	
8	Letter assuring O Performance bond O Payment bond	
•	O Payment bond Insurance Certificate	
•	References – on form provided	

COMPANY NAME: \_\_\_\_\_

### Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number	
Date of Authorization	
Name of Contractor	
BID #909 KIRKLEY ROAD CULVERT HEADWALL INSTALLATION	
Name of Project	
FAYETTE COUNTY GEORGIA	
Name of Public Employer	
I hereby declare under penalty of perjury that the foregoing is	true and correct.
Executed on,, 2014 in (city)	•
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer or Agent	
SUBSCRIBED AND SWORN BEFORE ME	
ON THIS THE DAY OF	, 201
NOTARY PUBLIC	
My Commission Expires:	

## KIRKLEY ROAD CULVERT HEADWALL INSTALLATION

(Environmental Management Project No. 2320E)

#### INVITATION TO BID:

Fayette County is soliciting bids from contractors to cast-in-place Georgia Department of Transportation (GDOT) Standard 1125 Built-in-Place Concrete Headwalls to be constructed on each end of two new 96" diameter reinforced concrete culvert pipes to be replaced on Kirkley Road at Trickum Creek by Fayette County crews.

The successful bidder must include within their bid pricing for all items shown on the Attachment A form. All items must comply with Georgia DOT minimum material & construction specifications unless otherwise noted.

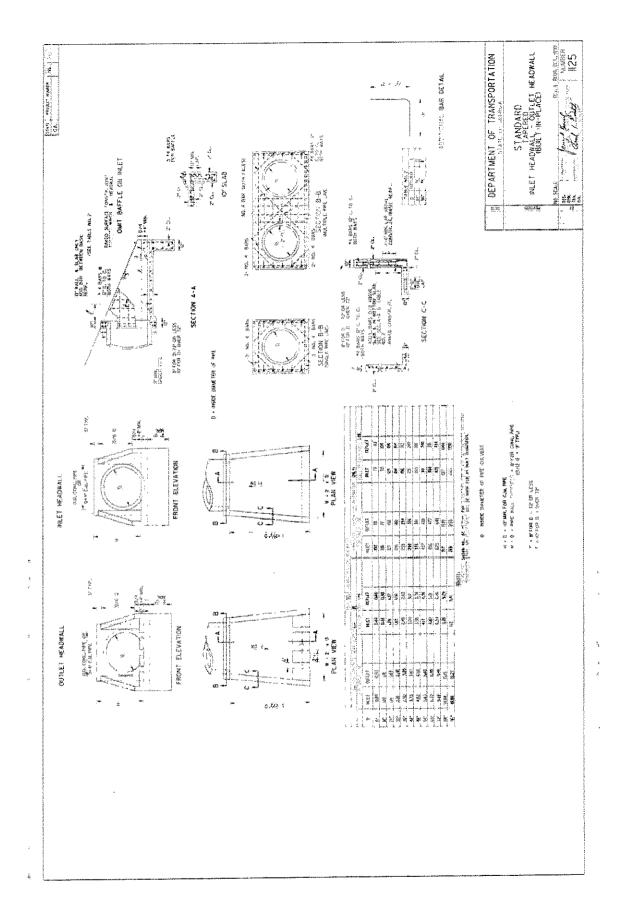
Interested parties are invited to submit their written bid and fee estimate by the noted deadline.

Bids shall include the completed Attachment A form.

#### **GENERAL SPECIFICATIONS:**

- 1. All work shall be done per Georgia DOT Standard Specifications, latest edition.
- 2. Fayette County will close road during the installation of the culvert pipe, but the road will be reopened during construction of the headwalls. Appropriate signs notifying the public of shoulder work ahead will be in place by Fayette County. Contractor is responsible for traffic control flagging during concrete pours for the headwall(s). Fayette County may not have any equipment onsite to assist contractor with concrete pours. The Contractor shall be responsible for all their equipment needs as well as any other traffic control necessary in the performance of their work. The contractor shall provide all necessary barricades, lighting, etc. within the immediate area of their work to provide protection of their work and safety to the public.
- 3. Two (2) parallel runs of 64-foot long, 96" diameter RCP pipe is to be installed within the existing creek bed by Fayette County crews. There will be approximately 3' of clearance between pipes as called for in the GDOT Specifications.
- 4. No additional payment shall be made for normal undercutting as defined within Georgia DOT Standard Specifications & details.
- 5. Contractor is responsible for the setup and removal of all formwork. Fayette County is responsible for all backfill of headwalls after forms have been removed. Fayette County is also responsible for all fine grading of the area after work is complete.

- 6. Current site conditions indicate heavy outcroppings of granite rock within the culvert and headwall locations. Fayette County will remove and lower rock elevation by 3-5 feet within headwall areas.
- 7. Contractor is required to replace any silt fence that is removed, damaged or relocated by them during the course of their work. No payment shall be made for removal, replacement or relocations of silt fence. Fayette County will temporary seed and straw to disturbed areas within the project limits of work as may be required. Fayette County will provide all final, permanent stabilization within limits of work.
- 8. Contractor is required to provide all necessary personnel, equipment, tools and materials to complete all work in a safe and productive manner.
- 9. Each inlet & outlet cast-in-place headwall is to be installed per Georgia DOT Standard 1125 detail. Each headwall installation is to be bid lump sum.
- 10. Fayette County will require all headwall construction work (forms, rebar, etc.) to be inspected before being covered up. Contractor is responsible for pre-arranging all inspections with Fayette County.
- 11. Measurement for work will be at the unit cost of each item bid, complete-in-place and accepted.
- 12. Payment shall be made per unit cost of each bid item, complete-in-place and accepted.
- 13. Contractor will be required to provide their own bypass of creek flows via pump during their work. As may be required, contractor is responsible for maintaining pump operation after normal working hours. If plans are to run pumps all night, contractor must provide pumps that meet Fayette County's noise ordinance. Pump shall not exceed 55decibels at the receiving property, which in this project is approximately 350ft from the work site. No separate or additional payment will be made for contractor staff that may need to maintain pump during night time hours.
- 14. All work must be done within the road right-of-way and applicable easements.



#### ATTACHMENT A

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTES: BIDS shall include all applicable charges, including but not limited to all labor, administrative costs, materials, equipment, installation, and any other amounts. No additional charges will be allowed after the bid opening.

	BID SCHEDULE				and the state of t
NO	ITEM  CULVERT PIPE	UNIT	EST. QUAN.	UNIT PRICE	TOTAL PRICE
151-1000	MOBILIZATION	LS	1		
441-0600	Install DOT Standard 1125 Built-in-Place Inlet Headwall	LS	1	·	·
441-0600	Install DOT Standard 1125 Built-in-Place Outlet Headwall	LS	1		
	TOTAL OF BASE BID =				

1. State time needed to commence work after notice to proceed is issued	Days.
2. State length of time needed to complete specified culvert installation	Days.
OMPANY NAME:	

## **EXCEPTIONS TO SPECIFICATIONS**

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COMPANY NAN	10c					

BIDDER'S QUALIFICATION SHEET – BID #909

Please list three (3) references of current or very recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferred.

REFERENCE ONE	

Government/Company Name	
City	
Contact Person and Title	
Phone	Email Address
Scope of Work & Contract Period	
REFERENCE TWO	
Government/Company Name	
City	
Contact Person and Title	
Phone	_ Email Address
Scope of Work & Contract Period	
REFERENCE THREE	•
Government/Company Name	
City	
Contact Person and Title	
Phone	Email Address
Scope of Work & Contract Period	

# **COMPANY INFORMATION**

Company	
Physical Address of Business	
Mailing Address (If Different)	· · · · · · · · · · · · · · · · · · ·
Authorized Representative	
Authorized Representative	(Signature)
Title	
Email Address:	
Telephone Number:( )	
Cellular Number:( )	
Fax Number:( )	